

# CITY COUNCIL REPORT



Meeting Date: December 9, 2013  
General Plan Element: ***Community Involvement***  
General Plan Goal: ***Foster community partnerships to formulate collaborative solutions***

## **ACTION**

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Adopt Resolution 9580 authorizing the City to enter into Special Event Sponsor Agreement No. 2013-184-COS with WSL McDowell Village, LLC for calendar year 2014.

## **BACKGROUND**

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Community Services staff have worked over the last several years to foster community partnerships and outreach to help augment program cost through event sponsorships. Adhering to established guidelines outlined in Administrative Regulation 156 – Naming Rights and Sponsorships, Community Service staff have secured these sponsorship opportunities to enhance special events within our Parks and Recreation and Human Service program areas.

Human Services Department offers daily services at Via Linda and Granite Reef Senior Centers which also includes monthly special events to help promote socialization, recreation activities and interaction for the Senior Community at these two centers. These special events often include professional entertainment and refreshments for the seniors to enjoy. Examples of recent events include "The All Things Senior Expo", "The Mother's Day Tea" and the "Holiday Art Show". The Sponsorship funds are used to help market and cover facility cost for these important monthly special events. The events over the last year served an estimated 10,575 seniors at both centers.

McDowell Village has sponsored these Scottsdale Senior Service events at both Granite Reef and Via Linda Senior Centers since 2009. By entering into this agreement as Title Sponsor for both centers in 2014, the \$25,000 sponsorship fee exceeds the \$20,000 limit established for staff consent in Administrative Regulation 156 – Naming Rights and Sponsorships. This agreement requires City Council approval.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

Human Services staff have built a strong relationship with WSL McDowell Village, LLC, a senior living community, which is located adjacent to the Granite Reef Senior Center. The Sponsorship

agreement benefits the City by assisting with funding for the various special events and provides WSL McDowell Village, LLC the opportunity to market to their target senior demographic.

**Policy Implications**

This sponsorship agreement has been reviewed by the Community Services Division, the interdepartmental Sponsorship committee and other city departments.

**Community Involvement**

Community Services staff recognize the importance of partnering with the local small business *in the* community to offer high quality opportunities for Scottsdale's senior population. This sponsorship agreement continues that positive partnership between Scottsdale's Senior Centers and WSL McDowell Village, LLC.

**RESOURCE IMPACTS**

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**Available funding**

As part of the sponsorship agreement, WSL McDowell Village, LLC will pay \$25,000 to the City of Scottsdale to help offset the costs of monthly special events offered to the public.

**Staffing, Workload Impact**

City staff will work with WSL McDowell Village, LLC and communicate regularly to ensure the terms of the sponsorship agreement are being met by each party.

**Future Budget Implications**

Sponsorship funds make it possible for the City to offer high quality events while offsetting costs to the general fund during the fiscal year.

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

Adopt Resolution 9580 authorizing the City to enter into Special Event Sponsor Agreement No. 2013-184-COS with WSL McDowell Village, LLC for calendar year 2014 in the amount of \$25,000.

**RESPONSIBLE DEPARTMENT(S)**

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Community Services – Human Services Department

**STAFF CONTACTS (S)**

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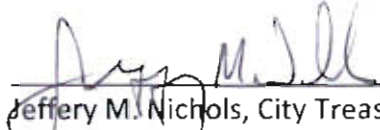
Jan Cameron, Parks, Recreation & Human Services Director, (480) 312-1011

**APPROVED BY**

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Bill Murphy, Executive Director, Community Services  
(480)312.7954, [bmurphy@scottsdaleaz.gov](mailto:bmurphy@scottsdaleaz.gov)

11/22/13  
Date

  
Jeffery M. Nichols, City Treasurer  
(480)312.2364, [jenichols@scottsdaleaz.gov](mailto:jenichols@scottsdaleaz.gov)

11/22/13  
Date

**ATTACHMENTS**

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1. Special Event Sponsor Agreement No. 2013-184-COS between WSL McDowell Village, LLC and City of Scottsdale
2. Resolution 9580

## CITY EVENT SPONSOR AGREEMENT

## McDowell Village Title Sponsor of Senior Services' 2014 Special Event Season

THIS CITY EVENT SPONSOR AGREEMENT (the "Agreement") is made this 9th day of December, 2013 by and between WSL MCDOWELL VILLAGE, LLC ("Sponsor") and CITY OF SCOTTSDALE, an Arizona municipal corporation ("City").

## RECITALS

A. City is the producer of a certain community event ("Event") known as the 2014 Senior Services Special Event Series, which includes 20 special events described below between the two City of Scottsdale Senior Centers, Granite Reef and Via Linda (the "Senior Centers").

Via Linda Events (2014)	Month
Last Tango in Scottsdale Dance	January
"All Things Senior Expo"	February
Spring Barbeque	March
Entertainment Extravaganza	April
Mother's Day Tea	May
Father's Day Pancake Breakfast	June
Hawaiian Luau	July
Dog Days	October
Movie Night	November
Thanksgiving Luncheon	November
Holiday Art Show	December

Granite Reef Events (2014)	Month
"All Things Senior Expo"	February
Spring Jazz Concert	March
Entertainment Extravaganza	April
Mother's Day Tea	May
Father's Day Bash	June
Summer Dance	July
Ice Cream Social	August
Fall Prevention Event	September
Fall Dinner Show	October
31 <sup>st</sup> Art and Crafts Fair	November
Twilight Gallery Art Show	December

B. Sponsor desires to sponsor the Event.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties agree as follows:

1. **Term.** This Agreement is effective from December 9, 2013 through December 31, 2014.

2. **Sponsorship Fee.** Sponsor shall pay a total fee of \$25,000 (the "Sponsorship Fee") to the City in the following installments:

- 2.1 \$6,250 by December 16, 2013;
- 2.2 \$6,250 by March 1, 2014;
- 2.3 \$6,250 by June 1, 2014; and
- 2.4 \$6,250 by September 1, 2014.

3. **Event Requirements.** City shall cause the Event to comply with all of the following requirements during the term of this Agreement:

3.1 The Event shall be held within the corporate limits of the City of Scottsdale.

3.2 The Event shall be open to the public.

3.3 The Event shall be held between January 1, 2014 and December 31, 2014.

4. **Sponsor Benefits.** During the term of this Agreement, City shall acknowledge the community support represented by Sponsor's payment of the Sponsorship Fee as follows. The City will:

4.1 List Sponsor as "Title Sponsor", with Sponsor's logo, on all Event-related print publications.

4.2 Include an advertisement for Sponsor in the Quarterly, the Scottsdale Senior Services programs and the activities brochure that is on display and available at both Senior Centers (and which may also be made available in Scottsdale City libraries, City Hall and One Civic Center). The advertisement shall be designed by Sponsor and submitted to the City for approval by the dates established by the City.

4.3 Identify Sponsor as "Title Sponsor", with Sponsor's logo, on all Event advertisements in the Scottsdale Recreation Classes & Programs Brochure.

4.4 Prominently place Sponsor's logo on all special event banners for the Event. Event banners and placement of such banners shall comply with applicable laws, including the Scottsdale Revised Code.

4.5 Provide space for Sponsor's full page advertisement in the event programs for the "All Things Senior Expo" and the 12th annual Entertainment Extravaganza. The advertisement shall be designed by Sponsor and submitted to the City for approval by the dates established by the City.

4.6 Identify Sponsor, as "Title Sponsor", with Sponsor's logo, on all City Cable Channel 11 advertisements related to the Event.

4.7 Verbally acknowledge Sponsor as "Title Sponsor" at the Event.

4.8 Display Sponsor's advertisement slide on both Senior Centers' digital broadcast systems each month during the term of this Agreement. The slide shall be displayed in connection with advertisement for the Event and shall be designed by Sponsor and submitted to the City for approval by the dates established by the City.

4.9 Identify Sponsor as "Title Sponsor" on email blasts and direct web marketing pertaining to the Event.

4.10 Include Sponsor's logo and the hyperlink to Sponsor's website on the Senior Services home webpage ([www.scottsdaleaz.gov/seniors](http://www.scottsdaleaz.gov/seniors)) when publicizing the Event, and on the individual web pages designed for the Event, including the Arts & Crafts Fair website ([www.scottsdaleaz.gov/seniors/artsandcraftsfair.asp](http://www.scottsdaleaz.gov/seniors/artsandcraftsfair.asp)), the Entertainment Extravaganza website ([www.scottsdaleaz.gov/seniors/talentshow.asp](http://www.scottsdaleaz.gov/seniors/talentshow.asp)) and the "All Things Senior" Expo website.

4.11 Place a Facebook post announcing Sponsor's sponsorship at both Senior Centers.

4.12 Include Sponsor as a "Title Sponsor" in the Scottsdale Senior Services e-news.

4.13 Provide Sponsor with eight free facility rentals at Granite Reef Senior Center and five free facility rentals at Via Linda Senior Center in 2014. Facility rentals must be made during the center's normal hours of operation, which are subject to change. Rentals shall be subject to availability, will require separate rental agreements and shall not exceed a total value of \$780.

4.14 Provide two exhibitor spaces at the 2014 "All Things Senior" Expo and Tradeshow at no charge.

4.15 Provide three minute speaking opportunity at the Via Linda Thanksgiving luncheon and Mother's Day Tea events.

4.16 Permit Sponsor to provide two sponsored presentations at Via Linda Senior Center subject to City review and approval.

5. **Sponsor's marketing.** Sponsor's marketing with respect to the Event shall be limited as follows.

5.1 Sponsor:

5.1.1 May promote the Event in their marketing material with Sponsor listed as the "Title Sponsor".

5.1.2 Will be provided with on-site presence, through a table or booth, at the Event. Sponsor shall be fully set up one hour before the Event and shall pick up trash from the Sponsor's booth and immediately adjacent areas during and at the conclusion of the Event.

5.1.3 May display Sponsor's advertisements and promotional material in the lobby at both Senior Centers.

5.1.4 May provide giveaways and information for participants and spectators at the Event. Sponsor may give away promotional items such as brochures, flyers, pamphlets, and promotional information cards and materials, bearing the Sponsor's logo.

5.1.5 May provide tours of the McDowell Village complex during the Arts & Crafts Fair in November to event participants throughout the event day.

5.1.6 Shall provide all staffing for distribution and monitoring of its product(s)/giveaways.

5.1.7 Shall be responsible for and ensure that all licenses, permits, and permissions required by State or Federal law or city ordinances to provide services are current and in good standing.

5.1.8 Shall not serve or provide any item containing alcohol or make reference to any alcoholic beverage or item.

5.2 If Sponsor begins to sell or offer or becomes otherwise affiliated with any of the following during the term of this Agreement, then Sponsor shall immediately so inform City and City shall have the right to terminate this Agreement:

5.2.1 Adult entertainment or media.

5.2.2 Alcohol or tobacco.

5.2.3 Pawn shops, check cashing, tattoo, massage.

6. **Indemnification.** To the fullest extent permitted by law, Sponsor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Sponsor relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others connected with the Event or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Sponsor's or such other persons, customers or employees.

7. **Insurance:** During the entire term of this Agreement, Sponsor shall purchase and maintain insurance with coverages, terms and conditions, and limits as follows:

7.1 Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products-Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall be endorsed to name the City of Scottsdale as an Additional Insured, and the policy shall also provide a waiver of subrogation in favor of the City.

7.2 Workers' Compensation and Employers' Liability insurance to cover obligations imposed by federal and state statutes having jurisdiction of Sponsor's employees with limits not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. The policy shall be endorsed to include a waiver of subrogation in favor of the City.

7.3 Not later than December 9, 2013 Sponsor shall provide the City with a Certificate of Insurance evidencing the required insurance. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions.

8. **Termination.** City or Sponsor may, without further obligation, terminate this Agreement for convenience or cause, upon giving the other party ten (10) days written notice. If City terminates this Agreement for convenience, then City shall refund to Sponsor any portion of the Sponsorship Fee that Sponsor has paid to City for Events occurring after the effective date

of termination. If Sponsor terminates this Agreement for convenience, then Sponsor shall pay to the City any portion of the Sponsorship Fee owed to the City for Events completed as of the effective date of termination.

9. **Miscellaneous.** The following additional provisions apply:

9.1 **Assignment.** Sponsor's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written consent.

9.2 **Cancellation.** This Agreement is subject to cancellation pursuant to the provisions of ARS Section 38-511.

9.3 **Modifications.** Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties signing the original agreement.

9.4 **Severability.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

9.5 **Attorney's Fees.** If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

9.6 **Notice.** Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representative of the other party, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective parties in writing from time to time. The notice shall be deemed complete when received or, when certified mail is used, five days from the date of mailing, whichever occurs first.

Notice will be given as follows:

If to City : Executive Director  
Community Services Department  
7447 E. Indian School Rd, Suite 300  
Scottsdale, AZ 85251

If to Sponsor: McDowell Village  
Attn: Debbie Whipple, General Manager  
8300 E. McDowell Rd.  
Scottsdale, AZ 85257

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9.7 **Contract Administrator.** The contract administrator ("Contract Administrator") for the City shall be Kira Peters, Community Services Sponsorship and Special Events Supervisor or such other individual designated by the Community Services Executive Director. The Contract Administrator shall be the City's liaison with the Sponsor for matters relating to the performance of this Agreement.



9.8 **Governing Law.** This Agreement shall be construed and interpreted under the laws of the State of Arizona.

9.9 **Authority.** The person executing this Agreement on behalf of Sponsor warrants and represents to have full power and authority to enter into and perform this Agreement on behalf of Sponsor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

SPONSOR: WSL McDowell Village, LLC

By: 

Its: General Manager

CITY OF SCOTTSDALE,  
an Arizona municipal corporation

By: \_\_\_\_\_


W. J. "Jim" Lane, Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY



Bruce Washburn, City Attorney

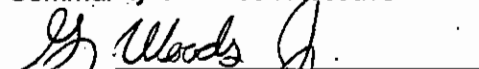
By: Jennifer Pollock, Assistant City Attorney

REVIEWED BY:



William B. Murphy

Community Services Executive Director



George Woods

Interim Risk Management Director

RESOLUTION 9580

A RESOLUTION OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO SPECIAL EVENT SPONSOR AGREEMENT NO. 2013-184-COS WITH WSL MCDOWELL VILLAGE, LLC.

WHEREAS, the City of Scottsdale ("City") hosts monthly special events for the senior community; and

WHEREAS, WSL McDowell Village, LLC ("McDowell Village") wishes to contribute \$25,000 to the City to sponsor certain City special events for the senior community during the 2014 calendar year, and the City and McDowell Village wish to enter into Special Event Sponsor Agreement No. 2013-184-COS for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The City Council authorizes the Mayor to execute, on behalf of the City of Scottsdale, Special Event Sponsor Agreement No. 2013-184-COS with WSL McDowell Village, LLC.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 9th day of December, 2013.

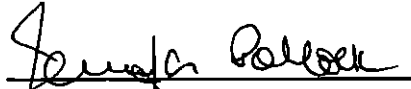
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
W.J. "Jim" Lane, Mayor

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Washburn, City Attorney

By: Jennifer Pollock, Assistant City Attorney